

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TENNESSEE**

**VIRGINIA SURETY COMPANY, INC.,**  
an Illinois Corporation.

Plaintiff,

v.

**McMURRY CONSTRUCTION COMPANY,  
INC., a Tennessee Corporation,**

Defendant.

Case No.

## COMPLAINT

Plaintiff, Virginia Surety Company, Inc., as and for its Complaint, by its attorneys, Thomason, Hendrix, Harvey, Johnson and Mitchell, PLLC, alleges upon information and belief as follows:

## **PARTIES**

1. Virginia Surety Company, Inc. ("Virginia") is a foreign corporation organized and existing under the laws of the State of Illinois, with its principal place of business at 200 East Randolph, Suite 1800, Chicago, IL 60601, which is authorized to do business and licensed to sell workers' compensation, employers liability coverage, commercial general liability, commercial automobile coverage and other insurance in the State of Tennessee.

2. McMurry Construction Company, Inc. ("McMurry") is a domestic corporation with its principal place of business at 3638 South Perkins Road, Memphis, TN 38118. The registered agent for service of process on McMurry is C. Barry Ward, 1700 One Commerce Square, Memphis, TN 38103.

**JURISDICTION**

3. Virginia is a corporation incorporated under the laws of the State of Illinois, having its principal place of business in the State of Illinois.

4. McMurry is a domestic corporation with its principal place of business in the State of Tennessee.

5. There is diversity of citizenship between Virginia and McMurry.

6. The amount in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332.

7. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1332.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

**AS AND FOR A FIRST COUNT**

9. Virginia provides workers' compensation and employers liability insurance coverage for its customers, for which it charges premiums and fees.

10. Pursuant to the provisions of the Workers' Compensation Law and the acts amendatory thereof and supplemental thereto, McMurry signed and filed an application for workers' compensation and employers liability insurance with Virginia.

11. Effective May 1, 2005, for the period May 1, 2005 to May 1, 2006, Virginia issued a policy providing workers' compensation and employers liability insurance to McMurry for which McMurry agreed to pay to Virginia premiums at a charge calculated as agreed (the "WC Policy").

12. In accordance with the terms of the WC Policy, Virginia calculated the balance due from McMurry for the coverage it provided to McMurry pursuant to the WC Policy to be \$579,429.00.

13. McMurry has failed to pay Virginia the premiums due for the insurance coverage provided under the WC Policy.

14. As a result Virginia has been damaged in the sum of \$579,429.00, no part of which has been paid although duly demanded.

**AS AND FOR A SECOND COUNT**

15. Virginia provides commercial general liability coverage for its customers, for which it charges premiums and fees.

16. McMurry signed and filed an application for commercial general liability coverage with Virginia.

17. Effective May 1, 2005, and for the period May 1, 2005 to May 1, 2006, Virginia issued a policy providing general liability coverage to McMurry for which McMurry agreed to pay to Virginia premiums at a charge calculated as agreed (the "General Liability Policy").

18. In accordance with the terms of the General Liability Policy, Virginia calculated the balance due from the General Liability Policy for the coverage it provided to McMurry pursuant to the General Liability Policy to be \$143,236.00.

19. McMurry has failed to pay Virginia the premiums due for the insurance coverage provided under the General Liability Policy.

20. As a result Virginia has been damaged in the sum of \$143,236.00, no part of which has been paid although duly demanded.

WHEREFORE, Virginia Surety Company, Inc. demands judgment against McMurry Construction Co., Inc. as follows:

- a. On the First Count for \$579,429.00;
- b. On the Second Count for \$143,236.00;
- c. Interest from May 1, 2006;
- d. The costs and disbursements of this action; and
- e. Such other and further relief as may be just and proper under the

circumstances.

Dated: December 12, 2007

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